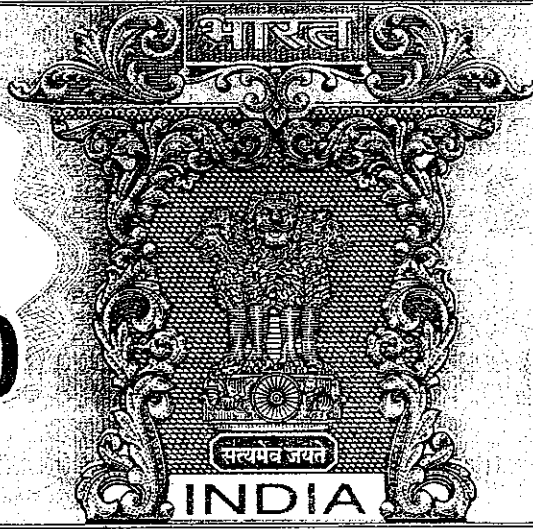


2179 9/6/10 2209 11712-11734 120.00 A.00

भारतीय गैर न्यायिक

दस
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रु. 10

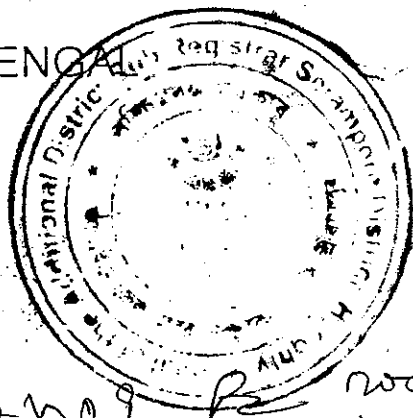


TEN
RUPEES
Rs. 10

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

37AA 217675

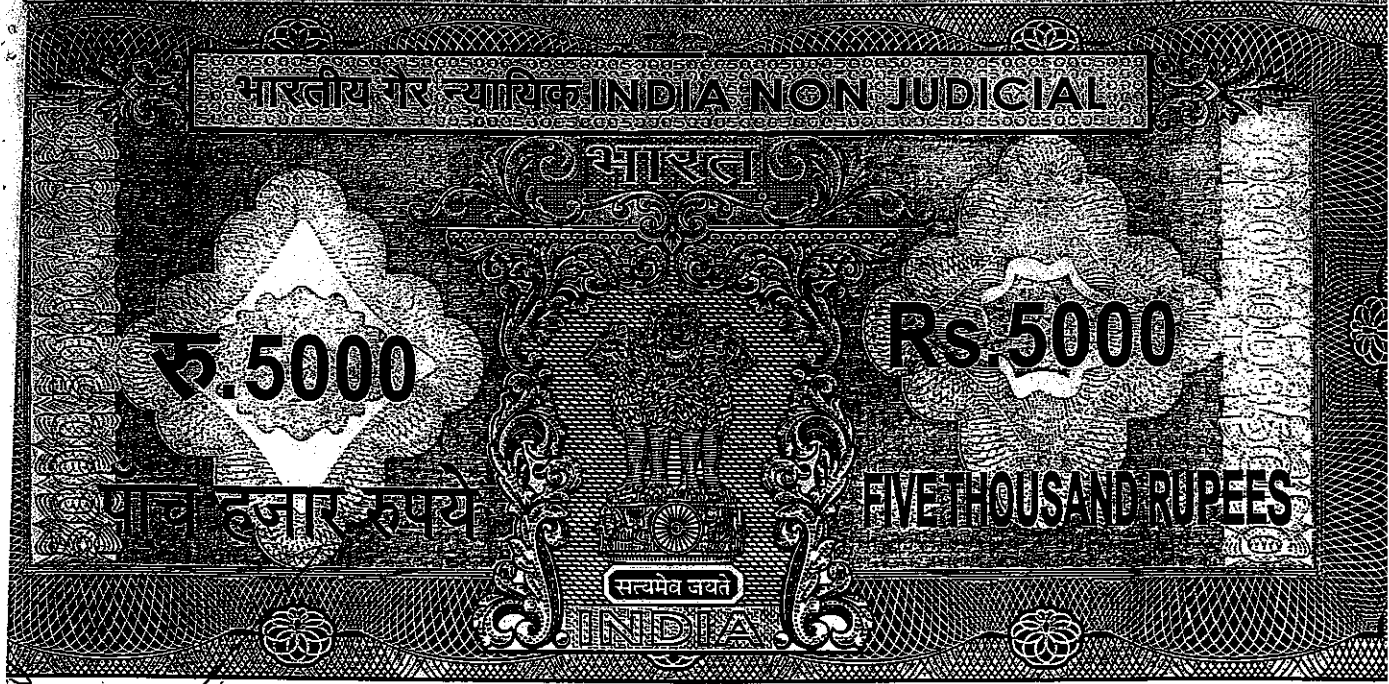


Lot-B

HO = 2209 R 2008

31-07821

I-07409/08



पश्चिम बंगाल WEST BENGAL

210175

Handwritten notes on the left side of the document:

- 103,000
- 354/4200

संलग्नक: 2 signatures shown which are parts of document attached with the deed

Handwritten notes on the right side of the document:

- 5000
- 354/4200

Signature of A.S.A. Soranper
Soranper

Handwritten notes in the middle-left area:

- 2354, 26, 0000
- 59, 03,
- 6493509, 2

SALE DEED 5 DEC 2008

THIS SALE DEED is made at Kolkata this 5th day of December, 2008

BETWEEN

HINDUSTAN MOTORS LIMITED (PAN NO.AAACH7328B), an existing Company within the meaning of the Companies Act, 1956 and having its registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata 700001 represented by its

Handwritten initials: Ohw,

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- 19/10/08

Handwritten notes at the bottom center:

- GE(N) / 5M-03/02
- 3.9.2008
- #27 - 2008
- Do. Jans
- 03.1



92530

4 DEC 2008

KNABE & CO (ADV.)
19 OLD POST OFFICE STREET
BOSTON MA 02109

L. & F. FINE
1234 5678



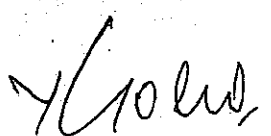
Dist. Sub-Register
66323070-10000

5 DEC 2008






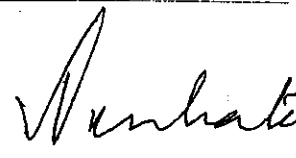


Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. D. S. R. SERAMPORE, District- Hooghly
Signature / LTI Sheet of Serial No. 07821 / 2008

Signature of the Presentant

| name of the Presentant | Photo | Finger Print | Signature with date |
|------------------------|-------|--------------|---|
| Yogesh Goenka | | |  |


Signature of the person(s) admitting the Execution at Office.

| Admission of Execution By | Status | Photo | Finger Print | Signature |
|--|--------|---|--|---|
| Yogesh Goenka Address -7 D/3, Anil Moitra Road Kolkata- 19 | Self |  |  LTI 05/12/2008 |  |
| S. Venkataraman Address -27, Lake Vista, Rama Gond Anahalli Bangalore- 560066 | Self |  |  LTI 05/12/2008 |  |

Identifier of above Person(s)

Sukumar Ganguly
1 B, Old Post Office Street Kolkata

Signature of Identifier with Date






444. Dist. Reg-Registre
Serampore-Hooghly

5 DEC 2008

Government of West Bengal
Office of the A. D. S. R. SERAMPORE
SERAMPORE
Endorsement For deed Number :I-07409 of :2008
(Serial No. 07821, 2008)

2/2008

1. Nature of Admissibility(Rule 43)

Deed under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

2. Nature of Fees:

Stamp duty in rupees under article : A(1) = 6493509/- on:05/12/2008

3. Nature of Market Value(WB PUVI rules 1999)

That the market value of this property which is the subject matter of the deed has been assessed at Rs. 35419200/-

That the required stamp duty of this document is Rs 35419200 /- and the Stamp duty paid as: Impressive Rs-

4. Nature of Stamp duty

Stamp duty Rs 35414200/- is paid, by the draft number 126174, Draft Date 04/12/2008 Bank Name STATE BANK OF INDIA, Esplaned Br (1971), received on :05/12/2008.

5. Nature of Registration(Under Section 52 & Rule 22A(3) 46(1))

Deed registered for registration at 13.05 hrs on :05/12/2008, at the Office of the A. D. S. R. SERAMPORE by Yogesh Goenka, Executant.

6. Nature of Execution(Under Section 58)

Deed is admitted on 05/12/2008 by
Yogesh Goenka, Secretary, M/s. Hindustan Motors Limited, 9/1, R. N. Mukherjee Road, Pan No- A A A C H 7328 B, profession :Business
S. Venkataraman, Director, M/s. Bengal Shriram Hi - Tech City, Private Limited, Pan No- A A K C S 3576 J, Pan No- A A K C S 3576 J, profession :Service
By Sukumar Ganguly, son of Lt. K. Ganguly 1 B, Old Post Office Street Kolkata Thana: Kolkata, by caste
Profession :Others.



[Ashim Kumar Ghosh] *add. Dist. Sub-Registrar*
A. D. S. R. SERAMPORE *Serampore-Hooghly*
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
SERAMPORE

Govt. of West Bengal

Chief Financial Officer & Company Secretary, Mr. Yogesh Goenka, son of Mr. Om Prakash Goenka, residing at "Mandeville Garden Court" First Floor, 7D/3, Anil Moitra Road, Kolkata 700 019 hereinafter called the "Vendor" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors) of the One Part;

AND

BENGAL SHRIRAM HI-TECH CITY PRIVATE LIMITED (PAN NO.AAKCS3576J), a Company incorporated under the Companies Act, 1956 and having its registered office at 40-43, 8th Main, 4th Cross, RMV Extension (Sadshivnagar), Bangalore 560080 represented by its Director Mr. S. Venkataraman, son of Mr. M.N. Swaminathan, residing at 27, Lake Vista, Rama Gond Anahalli, Bangalore - 560066 hereinafter called the "Purchaser" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors) of the Other Part;

WHEREAS:

- (a) The Vendor is in possession and enjoyment of approximately 709 acres of land situate at mouzas Khorda Bahera, Bara Bahera, Konnagar, Kotrang, Bhadrakali and Makhla, within P.S. Uttarpara, District Hooghly in the State of West Bengal.
- (b) On an application dated May 4, 2006 filed along with a Detailed Project Report ("DPR") made by the Vendor, the Government of West Bengal (Department of Land and Land Reforms) by an order vide Memo No.2675-GE (M)/5M-03/06 dated September 13, 2006 (the "GO") granted its approval to the proposal of the Vendor as regards revival and rejuvenation plan of its Uttarpara plant and development of Integrated IT Township and Automotive Ancillary Park.
- (c) Accordingly out of the Vendor's holding in Uttarpara being approximately 709 acres, 314 acres of land as detailed in the Schedule of GO as also in Part I of the First Schedule hereto, was technically resumed by the Government and re-settled in favour of the Vendor for the consideration therein mentioned, with freehold rights to develop or cause to be developed the entire or part of the Property by way of development of Integrated IT Township and Automotive Ancillary Park in addition to the disposable residential area on the Property (as hereinafter defined) and to sell, lease or otherwise dispose of the whole or substantially the



whole of the Property in the manner and subject to the terms and conditions as contained in the GO.

- (d) In terms of the GO, there had been reconciliation and revision of RS Plot Nos of the land mentioned in GO comprising total area of 314 acres, to make them corresponding to LR Plots at the time of mutation of the name of the Vendor for the implementation of the project detailed in DPR. The details of RS Plot Nos and their corresponding LR Plot Nos, Khatian Nos and their respective areas as recorded in the Records of Rights at the office of BLLRO, Serampore, Uttarpara in the name of the Vendor in respect of 314 Acres of land (the "Property"), are more particularly described in Part II of the First Schedule hereunder written and shown surrounded by red colour boundary on the plan annexed hereto and marked as Annexure "A".
- (e) The Vendor has represented to the Purchaser as follows:
- (i) Subject to the compliance of the terms set out in the GO, the Vendor holds good, clear and marketable title over the Property, free from all encumbrances, lispendens, acquisition, requisition or trust of any nature whatsoever;
 - (ii) the name of the Vendor has been recorded as a "Raiyat" in respect of the Property in the Record of Rights maintained at the office of Block Land and Land Reforms Officer ("BLLRO") Serampore, Uttarpara, giving the relevant L.R. Dag Nos and the corresponding R.S. Dag Nos., Khatian Nos. and their corresponding areas morefully mentioned in Part II of the First Schedule hereunder written;
 - (iii) the Vendor has been and shall comply with all the terms and conditions of GO other than the development of the Property which shall be the responsibility of the Purchaser, and provide the Purchaser with a confirmation of filing the intimation to the Government and other authorities in terms of GO, and accordingly, the Vendor undertakes to invest Rs. 85,00,00,000 (Rupees Eighty five crores only) in accordance with the GO which shall be raised out of development of Integrated IT Township and Auto Park and disposal of the Property to finance the economic revival and rejuvenation of its existing Automotive Industrial Complex at Uttarpara and inter alia towards modernization of its plant



and equipment, settlement of outstanding payments of employees and fund the working capital requirements as set out in the GO;

- (iv) the Vendor has paid upto date revenue and taxes in respect of the Property. The Vendor shall indemnify and keep the Purchaser indemnified against all actions, claims and demands in this respect up to the date of these presents.
- (f) Relying on the representations of the Vendor and believing the same to be true and on the faith thereof, the Purchaser has agreed to purchase and the Vendor has agreed to sell a portion of the Property admeasuring approximately 62.80 (sixty two point eight zero) acres (the "Premises"), more particularly described in the Second Schedule hereunder written and shown surrounded by green colour boundary on the plan annexed hereto and marked as Annexure "B" (and which has also been demarcated by placing pillars around the boundary of the Premises) free from all encumbrances, for due development thereof in accordance with the GO, at or for the price of Rs.59,03,20,000/- (Rupees Fifty nine crore three lacs twenty thousand only).
- (g) At the request of the Purchaser the Vendor has agreed to execute this Sale Deed in respect of the Premises in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH THAT in consideration of Rs.59,03,20,000/- (Rupees Fifty nine crore three lacs twenty thousand only) paid by the Purchaser to the Vendor on or before the execution of these presents, being the full consideration money agreed to be paid as aforesaid (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit, release, exonerate and discharge the Purchaser as well as the Premises forever) the Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser clear and marketable title of and in ALL THAT the land, hereditaments and premises situate and lying at Mouzas Konnagar and Khorda Bahera within Kanaipur Panchayat, Police Station Uttarpara, District Hooghly in the State of West Bengal admeasuring an area of 62.80 acres and more particularly described in the Second Schedule hereunder written and as shown surrounded by Green colour boundary on the plan annexed hereto and marked as Annexure "B" and which has also been demarcated by placing pillars around the boundary (hereinafter collectively referred to as the "Premises") TOGETHER WITH all and singular, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, paths, passages, areas, water courses,



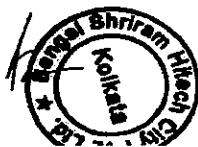
lights, liberties, privileges, easements, profits, advantages, rights, and appurtenances whatsoever to the Premises or any part thereof belonging or in any way appertaining to or with the same or any part thereof now or at any time hereto usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto **AND ALL** the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the Vendor into out of and upon the Premises or any part thereof **TOGETHER WITH** the benefit of all the documents of title, muniments, vouchers and other evidence of title and writings in respect of the Premises and every part thereof **TO HAVE AND TO HOLD** all and singular the Premises hereby granted, conveyed, transferred and assured and intended or expressed so to be with all and every of their rights, title, interest, privileges and appurtenances free from all encumbrances, liens, charges, lispendens, acquisition, requisition or trust of any nature whatsoever unto and to the use and benefit of the Purchaser **SUBJECT** to the Purchaser observing and complying with the terms and conditions of the GO as applicable for the development of the Integrated IT township and Auto Park stated therein.

AND THE VENDOR HEREBY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS COVENANTS WITH THE PURCHASER

THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for the Vendor made, done, committed, omitted or willingly suffered to the contrary the Vendor now has in itself good, right, full power and absolute authority to grant, convey, transfer, assign, assure and confirm the Premises hereby granted, conveyed, transferred, assured and confirmed or intended or expressed so to be unto and to the use of the Purchaser as specified in the GO in the manner aforesaid;

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess, develop, deal with, dispose off and enjoy the Premises hereby granted, conveyed, transferred, assigned, assured and confirmed with their appurtenances in terms of GO;

AND to sell, lease, deal with or otherwise dispose of the whole or substantially the whole of the Premises and , to receive the rents, issues and profits thereof and of every part thereto and for its own use and benefit or otherwise without any suit, unlawful eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor its



successors or assigns or any of them or from or by any person or persons lawfully or equitably claiming or to claim by from, under or in trust for the Vendor or any of them;

AND THAT the Vendor has freely, clearly and absolutely acquitted exonerated, released and forever discharged the Purchaser or otherwise the Vendor has well and sufficiently saved, defended, kept harmless and indemnified the Purchaser of, from and against all former and every other estates, title, charges and encumbrances whatsoever already created executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming from under or in trust for the Vendor;

AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest at law or in equity in the Premises hereby granted, conveyed, transferred, assigned, assured and confirmed or any part thereof by from under or in trust for the Vendor or its successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better further and more perfectly and effectually and absolutely granting, conveying, transferring, assigning and assuring the Premises and every part thereof granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its successors and assigns or its or their counsel or counsels-in-law for assuring the Premises and every part thereof granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid;

AND THAT the Vendor shall and will at all times unless prevented by fire or some other inevitable accident from time to time and at all times hereafter at the request and cost of the Purchaser or any person or persons having or lawfully or equitably claiming through, under or in trust for the Purchaser produce or caused to be produced to the Purchaser, their agents or attorney, or in any Court as they shall direct, the deeds and writings relating to title to the Premises and also furnish to the Purchaser or their agent or attorney copies or extracts from the said deeds and writings and shall and will in the mean time keep the same safe, uncanceled and undefaced unless prevented from so doing by one or other inevitable accident.

THAT THE VENDOR DOTH HEREBY FURTHER COVENANT WITH THE PURCHASER



7

That the Vendor has not violated any of the commitments made to Government of West Bengal and the Vendor for itself, its successors and assigns covenants with the Purchaser that it has been and shall strictly observe and comply with all the terms and conditions of the GO save and except the development of the Property for which the Purchaser is responsible including but not limited to informing the Government of West Bengal and/or other Monitoring Committee of the sale and transfer of the Premises to the Purchaser, utilizing the sale proceeds to finance economic revival and rejuvenation of its existing automotive industrial complex at Uttarpara in accordance with the GO

AND THAT all rates, revenue, taxes, assessments and outgoings in respect of the said Premises payable to the State Government, Kanaipur Panchayat and/or any local body or authority for the period upto the date of these presents, whether assessed, imposed or levied before or after the date of delivery of these presents for the period upto the date of these presents but not those levied or imposed subsequently by any enactment or amendment, shall be paid by the Vendor and the Vendor shall keep the Purchaser indemnified against all actions, claims and demands in this connection;

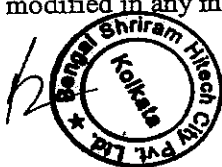
AND THAT the Vendor shall keep the Purchaser harmless and indemnified from all actions, suits, proceedings, costs, charges, penalty, damages and demand arising out of and in respect of the title of the Vendor to the Premises.

AND THAT the Vendor has not used, generated, stored, treated, disposed of or released any hazardous, toxic, dangerous substances and/or wastes on, under or about the Premises except in compliance with all applicable Environmental Laws and Regulations and that the Vendor has not received any claim, notice, order, directive, or information request from any environmental agency, private corporation, person or other entity alleging liability under or violation(s) of any Environmental Laws at the Premises;

AND THAT the Vendor will allow the Purchaser restricted and conditional access from the remaining part of the Property to the Premises upon written request of the Purchaser;

AND THAT the Vendor shall sign all such papers as may be required for mutation of the name of the Purchaser in the Records of Rights at the office of BL&LRO and/or in the Records of Assessee at the office of Kanaipur Panchayat in respect of the Premises.

AND THAT the GO and/ or any directives of the Monitoring or other committee/s of the Government, granted to Vendor in connection with the Project are valid and subsisting and have not been revoked / cancelled or modified in any manner whatsoever to affect the



Purchaser's possession, occupation and enjoyment of the Premises in terms of the GO at any time and that no notices / show cause notices, proceedings or disputes from the Government are pending in respect of the Premises in any court of law.

AND THAT there is no order or decree or injunction or any winding up proceeding or any other restrictive order by any court of law or authority or Government department restraining the Vendor from transferring the Premises to the Purchaser.

AND THAT the Vendor subsequent to the GO has not received any notice of acquisition or requisition from the Government or local body or authority affecting the Premises.

AND THAT the Vendor shall (i) co-operate with and assist the Purchaser in development of the Premises; (ii) sign and execute all deeds, documents and papers as may be necessary or reasonably required by the Purchaser for obtaining necessary regulatory permissions, approvals, sanctions and consents from the departments concerned for development and/or transfer of the Premises and (iii) ensure and fulfil all its commitments under the GO other than the development of the Property for which the Vendor will rely on the Purchaser.

AND THE PURCHASER HEREBY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS COVENANTS WITH THE VENDOR that it shall strictly observe and comply with all the terms and conditions of the GO for the development of the Premises and endorse a copy of the plans, documents and intimations to be sent to the Government and other authorities to the Vendor.

AND THAT THE PARTIES HERETO CONFIRM:

THAT recitals of this Sale Deed form part and parcel of the operative part of this Sale Deed and shall be read accordingly.

AND THAT the stamp duty and registration charges in respect of this Sale Deed has been borne and paid by the Purchaser. This Sale Deed is being registered at the proper registration office of Additional District Sub Registrar Serampore, Hooghly within the time limit prescribed by the Registration Act, 1908. The Vendor and the Purchaser shall take effective steps for registration thereof. Each party shall bear and pay the professional fees of their respective legal advisors.



AND THAT the Vendor has delivered vacant and peaceful possession of the Premises duly demarcated with pillars as shown in the map attached hereto to the Purchaser on the date of these presents against full payment, the possession whereof the Purchaser hereby acknowledges and confirms.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART-I

(Details of the "Property" as given in GO)

All Those pieces or parcels of land hereditaments and premises measuring 314 acres situate at mouzas Khorda Bahera, Konnagar, Bara Bahera, Kotrang, Bhadrakali and Makhla, P.S. Uttarpara, District Hooghly in the State of West Bengal, the details of the Mouzas, J.L.Nos. and Plot Nos. are as follows :

Mouza Khorda Bahera : J.L.No.6, Phase-I

Plot Nos. 733, 728, 727, 726, 725, 346, 343, 342(P), 1174, 727, 723, 722, 721, 720, 728, 729, 718, 719, 732, 717, 716, 715, 712, 709(P), 708, 568, 596, 595(P) 507(P), 608, 607, 606, 605, 604, 603, 599, 600, 602, 601, 678, 629, 630, 631, 627, 616, 1176, 629, 637, 638, 636, 1184, 610, 611, 411, 412, 413, 410, 484, 485, 1126, 478, 476, 477, 480, 1129, 1127, 475, 519, 520, 509, 510, 511, 522, 1174, 1175, 1176, 1134, 1151, 1153, 443, 415, 414, 413, 411, 410, 408, 409, 419, 420, 434, 436, 473, 1111, 1115.

Mouza Konnagar, J.L.No.7, Phase-I

Plot Nos. 375, 374, 376, 545, 352, 357, 378, 373, 379, 547(P), 328, 327, 330, 350, 334, 338, 335, 332, 351, 349, 348, 361, 360, 356, 358, 371, 370, 381, 378, 377, 540, 340, 335, 338, 570, 341, 544, 543(P), 549, 550, 581, 532, 531, 384, 383, 382, 347, 362, 363, 364, 369, 368, 342(P), 343(P), 345, 346, 365, 366, 367, 388, 389, 386, 385, 533, 522, 516, 511, 515(P), 510(P), 1002, 525, 557, 526, 1001, 391, 528, 529, 790, 392, 395(P).

Mouza - Konnagar, J.L.No.7, Phase-II

Plot Nos. 560, 473, 474, 477(P), 475, 491, 492(P), 493, 494, 496, 497, 498, 489, 461(p) 460(P), 426(P), 418, 419, 423(P), 421, 413, 417, 676, 422(P), 412, 404, 405, 1007, 509, 408, 499, 500, 501, 502, 503, 504, 506(P), 508, 509(P), 507(P), 398(P), 1189(P), 642, 641, 1160, 609, 606, 644, 612(P), 654, 652, 656, 650, 649(P), 1435, 1434, 1441, 1436, 1437, 1442, 1440, 1438, 659, 1433(P), 1450, 1443, 1680, 1683, 1452, 1453, 1679, 1982,



1454, 1678, 1457, 1677, 1683, 1459(P), 1676, 1673, 1684, 1685, 1672, 1674, 1675, 1490(P), 435, 431, 422, 1672, 553(P), 436, 434, 430, 432, 421, 424, 430, 425, 426(P), 427, 460, 461, 462, 463, 457, 456, 455, 578, 500, 448, 449, 447.

Mouza Bara Bahera, J.L.No.5, Phase-I

Plot Nos.678, 679, 680, 681, 682, 677, 684, 685, 689, 690(P), 657(P), 658(P), 687, 686, 662, 664, 665, 666, 667, 663, 661(P), 668, 675, 673, 671, 672, 670, 1203, 1204, 1205, 1709, 1609, 1690, 1983(P), 1264, 1265, 1236(P), 1261(P), 1253(P), 1258(P), 1256, 1257, 1254, 1250, 1252, 1253(P), 1249(P), 1247, 1248(P), 1246, 1245(P), 1530, 1508, 1534(P), 1533(P), 1532(P), 1530, 1531(P), 1516, 1514, 1513(P), 1511(P), 1509(P), 1507(P), 1499(P), 1498, 1497(P), 1493, 1665, 1863, 1659, 1862, 1664, 1666, 1667, 1661, 1660, 1668, 1669, 1670, 1619, 1687, 1685, 1692, 1693, 1694, 1641, 1642, 1644, 1643, 1645, 1646, 1640, 1696, 1639, 1631, 1697, 1699, 1698, 1700, 1709, 1701, 1703, 1632, 1629, 1628, 1627, 1672, 1844.

Mouza Khorda Bahera, J.L.No.6, Phase-II

Plot nos.703, 749, 701, 698, 612, 408, 640, 644, 642, 643.

Mouza Kotrang, J.L.No.8, Phase-III

Plot Nos.94, 12, 19, 18, 70, 69, 68, 621, 263, 68, 75, 73, 240(P), 238, 76, 81, 73(P), 75(P), 68(P), 67, 66, 80, 194, 193, 195, 148, 146, 144, 140, 147, 149, 150, 143, 151, 157, 155, 148, 156, 154, 159, 182, 183, 180, 185, 184, 201(P), 186, 196, 192, 191, 190, 204, 205, 174, 175, 165, 164, 163, 178, 177, 171, 170, 172, 173, 181, 206(P).

Mouza Bhadrakali, J.L.No.9, Phase-III

Plot Nos.184, 185, 183, 18, 73, 175, 139, 208(P), 238, 148, 231, 225, 243.

Mouza Makhla, J.L.No.9, Phase-III

Plot Nos.1503, 1504, 1577, 1571.

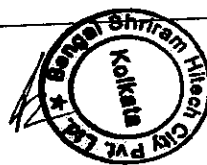
PART II

(Details of the "Property" as per ROR)

All That the land, hereditaments and premises admeasuring 314.0 Acres situate at Mouzas Konnagar, Kotrang, Bhadrakali, Bara Bahera, Khorda Bahera and Makhla, P.S. Uttarpara, District Hooghly in the State of West Bengal, the details of the Mouzas, Khatian Nos. J.L.Nos., L.R. Plot Nos. corresponding R.S. Plot No. and their respective areas are as follows :



| L.R. PLOT NOS. | CORRESPONDING R.S. PLOT NOS. | TOTAL AREA (In acres) |
|--|--|-----------------------|
| MOUZA - KOTRANG (J.L. No. 8) (Khatian No. 5690) | | |
| 148 | 159/646 | 0.620 |
| 150 | 139, 158, 163, 164, 165, 170 to 172, 176, 645, 12, 13 to | 24.580 |
| 151 | 19, 64, 66 to 81, 143 to 157, 159, 173 to 175, 177 to 189 | 1.880 |
| 152 | | 18.873 |
| | Sub total | 45.953 |
| MOUZA - KONNAGAR (J.L. No. 7) (Khatian No. 11721) | | |
| 4473 | 568, 335, 334, 330, 329, 307, 354 | 2.240 |
| 4474 | 568, 335, 334, 330, 329, 307, 354 | 55.674 |
| 4475 | 487/10006 | 0.790 |
| 4476 | 439, 561, 479, 438, 437, 588, 405, 454, 452, 453, 440, 441, 450, 451, 448, 443, 444, 557, 558, 556 | 42.875 |
| 4499 | 465 | 4.760 |
| | Sub total | 106.339 |
| MOUZA - BHADRAKALI (J.L. No. 9) (Khatian No. 7693) | | |
| 188 | 181 to 186, 139, 170 to 173, 624, 625, 193, 207, 208, | 0.780 |
| 192 | 210, 169, 148, 231, 226, 225, 218, 243, 260, 217, 73 | 16.865 |
| 193 | | 1.440 |
| 301 | 181, 182, 185, 186, 188 | 27.632 |
| | Sub total | 46.717 |
| MOUZA - BARA BAHERA (J.L. No. 5) (Khatian No. 3847) | | |
| 1515 | 1535, 1536, 1512, 1533, 1534, 1242 to 1266, 1726 to 1760, 1625, 1269, 1639 to 1649, 1653, 1638, 1803, 1650, 4709, 1657 | 4.725 |
| 3444 | 1534, 1533, 1508, 1511, 1512 | 30.150 |
| 3663 | 1436, 1438, 1443, 1482 | 0.625 |
| 3664 | 1436, 1437, 1438, 1480, 1667 | 5.033 |
| 3665 | 1691, 1687, 1693 | 0.814 |
| 3666 | 1691, 1689, 1693, 1699 | 0.350 |
| 3667 | 1691, 1689, 1692, 1693 | 3.523 |
| | Sub total | 45.220 |
| MOUZA - KHORDA BAHERA (J.L. No. 6) (Khatian No. 1677) | | |
| 1627 | 481, 1132, 1133, 1151, 1152, 1153, 1134 | 0.796 |
| 1628 | 1135 | 0.082 |
| 1644 | 1178, 622 to 624, 641, 1185, 644, 650 TO 653 | 2.091 |
| 1645 | 619, 1196, 1197 to 1199 | 0.518 |
| 1646 | 483 | 0.457 |
| 1647 | 459 to 463, 482, 484, 1129 to 1131, 1137, 1138, 1154 to 1159, 519, 520, 1217, 522, 479 | 2.740 |
| 1676 | 480, 1126 to 1128, 476 to 478 | 0.842 |
| 1886 | 1175, 1176, 616 to 618, 625, 1218 to 1220 | 1.100 |
| 1887 | 1177, 626, 628, 613, 605 to 607, 586, 1172, 1173, 615 | 1.862 |
| 1888 | 583, 591, 598, 588, 1172, 675, 606, 602, 613, 626 to 628, 624 | 1.120 |
| 1889 | 650, 651, 583, 591, 598, 588, 604, 602, 613, 652, 628, 622 to 624, 627, 631, 641 | 0.520 |
| 1890 | 640 | 0.520 |



| | | |
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| 1891 | 632, 635 to 639, 1184, 1183, 654 to 657, 658 to 661, 739, 1201, 663, 690 to 692 | 6.220 |
| 1892 | 600 to 604, 1182, 629 to 631 | 0.255 |
| 1893 | 624, 627, 601 to 604, 629, 631, 1179, 1180, 613 | 2.990 |
| 1894 | 583, 584, 588, 589 to 594, 597, 599 | 3.404 |
| 1895 | 1174, 1182, 595, 596, 598, 600 | 0.280 |
| 1896 | 1181, 630, 705, 706, 1209 to 1214, 708 to 710, 720 to 726 | 9.677 |
| 1897 | 697, 698, 1206, 707 | 0.306 |
| 1898 | 749, 662, 665, 667, 681 to 683, 685 to 689, 693 to 696, 700 to 702, 1207, 1208 | 7.925 |
| 1899 | 1208, 702, 683, 684, 686, 665, 664, 667, 668 | 0.826 |
| 1900 | 665, 667, 668, 684, 686 | 0.423 |
| 1901 | 666, 669, 670 to 680, 1203 to 1205, 703 | 9.685 |
| 1902 | 711, 712, 727 | 0.577 |
| 1903 | 715, 719 | 0.325 |
| 1904 | 713, 714, 1215, 1216, 716 to 718, 728 to 733, 704 | 3.983 |
| 1886/ 1986 | 1217 to 1219 | 0.080 |
| | Sub total | 59.604 |
| MOUZA - MAKHLA (J.L. No. 11) (Khatian No. 5853) | | |
| 420 | 396/3110 | 0.210 |
| 432 | 407 | 0.850 |
| 1503 | 1503 | 0.120 |
| 1504 | 1504 | 2.140 |
| 1505 | 1502/2521 | 0.440 |
| 1538 | 1540 | 0.240 |
| 1559 | 1571 | 2.840 |
| 1560 | 1577 | 2.220 |
| 1561 | 1580 | 0.710 |
| 1566 | 1584/2533 | 0.010 |
| 1591 | 1504/2534 | 0.040 |
| 1593 | 1604/2535 | 0.060 |
| 1597 | 1607/2536 | 0.050 |
| 1599 | 1608/2537 | 0.040 |
| 1667 | 1505/2523 | 0.200 |
| | Sub total | 10.170 |
| | Grand total | 314.003 |

And butted and bounded as follows :

On the North : By Naity Road running from NH-2 to Konnagar G.T. Road;
Plot Nos.4460, 4458, 4457, 4456 of Mouza Konnagar,
Plot Nos.1983, 1984, 1864, 1953, 1870, 1657, 1658, 1661,
3920, 3848, 3846, 3844, 3856, 3855, 3514, 3445 of Mouza
Khorda Bahera and
Plot Nos.3447, 3448 of Mouza Bara Bahera;

On the South : By T.N.Mukherjee Road running from NH-2 to Uttarpara
Railway Station;
Plot Nos.2881 & 2880 of Mouza Makhla;



On the East : By Eastern Railway main line running from Howrah to Bandel;
Plot No.5014 of Mouza Konnagar;

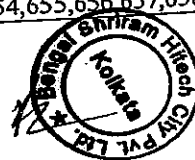
On the West : By CMDA Channel ;
Plot Nos.3231, 3232, 3282, 3285, 3286, 3287, 3752, 3351, 3352, 3359, 3360, 3363 of Bara Bahera,
Plot Nos. 4498 of Konnagar,
Plot Nos.3, 4, 17, 18, 52, 53, 56, 78, 82, 105, 106, 140, 141, 146, 147 of Mouza Kotrang,
Plot Nos.79, 80, 120, 122, 174, 175, 176, 187 of Mouza Bhadrakali and
Plot Nos.1553, 1586, 1542, 1543 of Moza Makhla;

OR HOWSOEVER OTHERWISE the same may be known numbered, described and distinguished and shown surrounded by 'RED' colour boundary on the plan annexed hereto and marked as Annexure "A".

THE SECOND SCHEDULE ABOVE REFERRED TO
(Details of the "Premises" as per ROR)

All That the land, hereditaments and premises admeasuring 62.80 acres which has been demarcated by placing pillars around the boundary of the Premises, situate at Mouzas Khorda Bahera and Konnagar within P.S. Uttarpara, Sub-Registration Office Serampore, District Registration Office Chinsura, District Hooghly in the State of West Bengal within Kanaipur Panchayat, the details of the Mouzas, Khatian Nos. J.L.Nos., L.R. Plot Nos. and corresponding R.S. Plot Nos. and their respective areas are given herein below:

| LR PLOT NO | CORRESPONDINGS RS PLOT NOS. | AREA |
|---|--|-------|
| KHORDA BAHERA MOUZA. J.L NO.6, KHATIAN NO.1677 | | |
| 1627 | 481,1132,1133,1151,1152,1153,1134 | 0.796 |
| 1628 | 1135 | 0.082 |
| 1644 | 1178,622,623,624,641,1185,644,650,651,652,653 | 2.091 |
| 1645 | 619,1196,1199,1197,1198 | 0.518 |
| 1646 | 483 | 0.457 |
| 1647P | 459,460,461,462,463,482,484,1129,1130,1131,1137,1138,1154,1155, 1156,1157,1158,1159,519,520,1217, 522, 479 | 2.737 |
| 1676 | 480,1126,1127,1128,476,477,478 | 0.842 |
| 1886 | 1175,1176,616,617,618,625,1218,1219,1220 | 1.100 |
| 1887P | 1177,626,628,613,605,606,607,586,1172,1173,615 | 0.964 |
| 1888P | 583,591,598,588,1172,675,606,602,613,626,627,628,624 | 0.608 |
| 1889P | 650,651,583,591,598,588,604,602,613,652,628,622,623,624,627,631, 641 | 0.383 |
| 1890 | 640 | 0.520 |
| 1891P | 632,635,636,637,638,639,1184,1183,654,655,656,657,658, | 4.620 |



| | | |
|--|---|--------|
| | 659,660,661,739,1201,663,690,691,692 | |
| 1892 | 600,601,602,603,604,1182,629,630,631 | 0.255 |
| 1893 | 624,627,601,602,603,604,629,631,1179,1180,613 | 2.990 |
| 1894P | 583,584,588,589,590,591,592,593,594,597,599 | 0.723 |
| 1895P | 595,596,598,600,1174,1182 | 0.160 |
| 1896P | 1181,630,705,706,1209,1210,1211,1212,1213,1214,708,709,710,720 721,722,723,724,725,726 | 4.627 |
| 1897P | 697,698,1206,707 | 0.210 |
| 1898P | 749,662,665,667,681,682,683,685,686,687,688,689,693,694/695,696, 700,701,702,1207,1208 | 5.845 |
| 1899P | 1208,702,683,684,686,665,664,667,668 | 0.585 |
| 1900P | 665,667,668,684,686 | 0.289 |
| 1901P | 666,669,670,671,672,673,674,675,676,677,678,679,680,1203,1204, 1205,703 | 3.685 |
| 1902P | 711,712,727 | 0.325 |
| 1903P | 715,719, | 0.176 |
| 1904P | 713,714,1215,1216,716,717,718,728,729,730,731,732,733,704 | 1.793 |
| 1886/ 1986 | 1217,1218,1219 | 0.080 |
| | | 37.461 |
| KONNAGAR MOUZA. JL NO.7, KHATIAN NO.11721 | | |
| 4474P | 307,329,330,334,335,354,568 | 7.112 |
| 4475 | 487/10006 | 0.790 |
| 4476P | 405,437,438,439,440,441,443,444,448,450,451,452,453,454,479,556, 557,558,561,588 | 17.437 |
| | | 25.339 |
| GRAND TOTAL(37.461 + 25.339) | | 62.80 |

And butted and bounded as follows :

- On the North : By Plot Nos.1952, 1953, 1954, 1869, 1870, 1879, 1880, 1661, 1658, 1655, 1657, 1913, 1642, 1985, 1625, 1972 of Mouza Khorda Bahera;
- On the East : By Plot Nos.1880, 1881, 1882, 1883, 1884, 1885, 1688, 1687, 1686, 1677, 1675, 1668, 1894, 1896, 1904 of Mouza Khorda Bahera and by Plot No.4476 of Mouza Konnagar;
- On the West : By Plot Nos.1610, 1611, 1612, 1912, 1976, 1974, 1628, 1629, 1934, 1990, 1639, 1891, 1899, 1890, 1901 of Mouza Khorda Bahera and by Plot No.4474 of Mouza Konnagar;
- On the South : By Plot Nos. 4502, 4500 of Moza Konnagar;

OR HOWSOEVER OTHERWISE the same may be known numbered, described and distinguished and shown surrounded by "GREEN" colour boundary on the plan annexed hereto and marked as Annexure "B".



SIGNED AND DELIVERED by the withinnamed Vendor Hindustan Motors Limited through Mr. Yogesh Goenka, Chief Financial Officer & Company Secretary, pursuant to the resolution of its Board of Directors passed in that behalf on 4th day of December, 2007 in the presence of:

1. *At Singhania & Advaneri*
1B, Old Post Office Street,
Kolkata.

2. *Sukumar Ganguly*
1B, Old Post Office Street
Kolkata.

SIGNED AND DELIVERED by the withinnamed Purchaser Bengal Shriram Hitech City Private Limited through its Director Mr. S. Venkataraman, pursuant to a resolution of its Board of Directors passed in that behalf on 27th day of September, 2008 in the presence of:

1. *Sy*
SIDDHARTHA RAY
AL-215 Sector-II
SALT LAKE, 700091

2. *Kusum Dandoo*
Advocate
High Court, Calcutta



For Hindustan Motors Limited

Yogesh Goenka
Yogesh Goenka
Chief Financial Officer & Company Secretary

YOGESH GOENKA



For Bengal Shriram Hitech City P.L.Ltd.

S. Venkataraman
Director

S. VENKATARAMAN

RECEIVED of and from the withinnamed Purchaser a sum of Rs.59,03,20,000/- (Rupees Fifty nine crore three lakhs twenty thousand only) being the full purchase price within mentioned to have been paid by the Purchaser to the Vendor.

Rs.59,03,20,000/-

MEMO OF CONSIDERATION

By Pay Order No.710044 dated 4.12.2008 issued by Syndicate Bank, Salt Lake City, Kolkata on behalf of the Purchaser in favour of the Vendor for

Rs.59,03,20,000.00

Total

Rs.59,03,20,000.00

(Rupees Fifty nine crores three lakhs twenty thousand only)

WITNESSES:

1. *D. K. Singh*
Director

2. *Sukumar Ganguly*



For Hindustan Motors Limited

Yogesh Goenka
Yogesh Goenka
Chief Financial Officer & Company Secretary

SPECIMEN FORM FOR TEN FINGERPRINTS



| | | | | |
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| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |



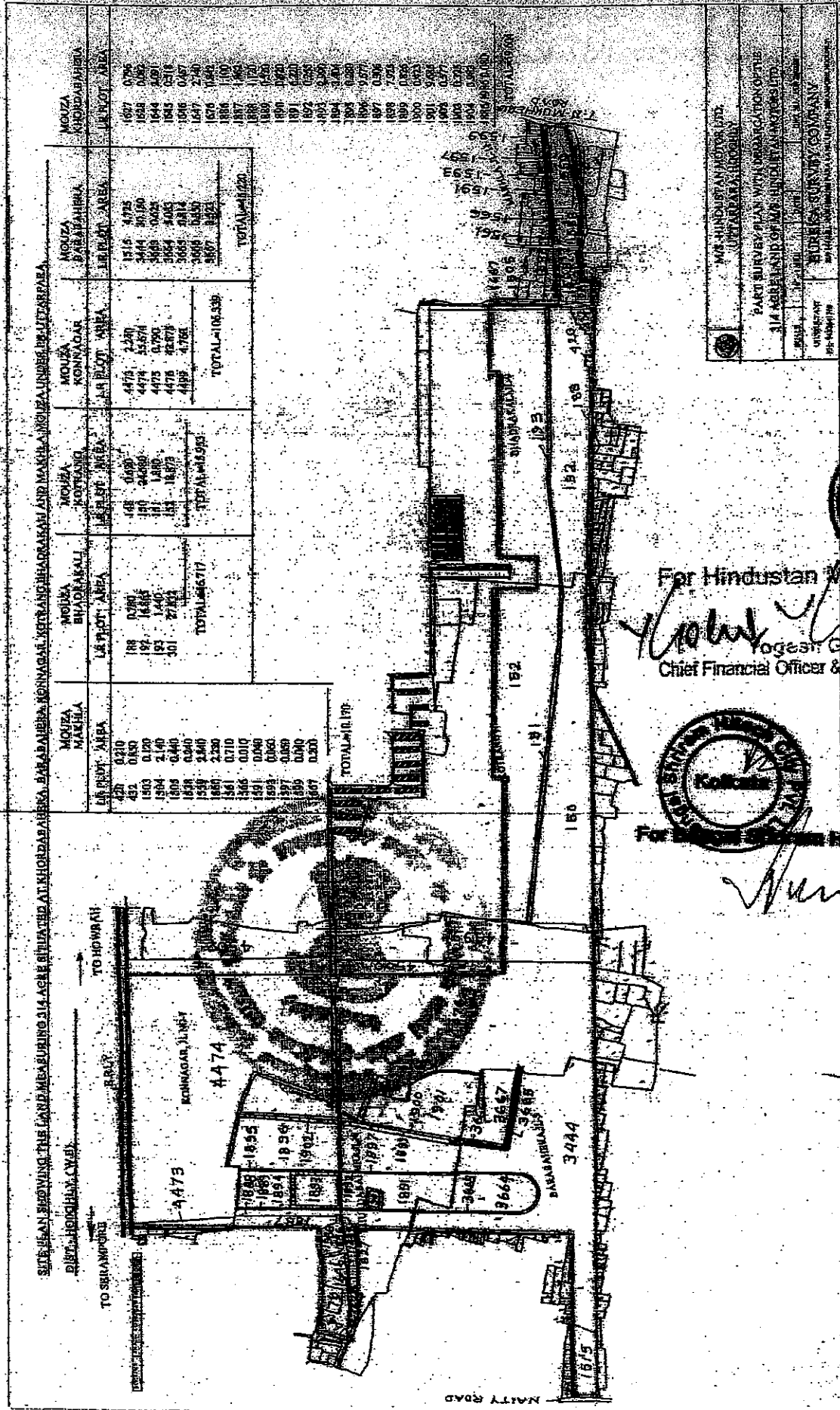
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| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
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| Thumb | Fore | Middle | Ring | Little |

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| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |

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| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



SITE PLAN SHOWING THE LAND MEASURING 314 ACRES SITUATED AT KHORDA, BERSA, BARABARHATA, KONNAGAR, KETTA AND BHADRAKALI AND MANHA-KHOLLA UNDER PRADESHI AREA.

| MOUZA MAHILA | MOUZA BHADRAKALI | MOUZA KONNAGAR | MOUZA KETTA | MOUZA KONNAGAR | MOUZA BARABARHATA | MOUZA KHORLA |
|--------------|------------------|----------------|-------------|----------------|-------------------|--------------|
| 188 | 189 | 190 | 191 | 192 | 193 | 194 |
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date of Registration under section 60 and Rule 69.

Registered in Book - I
Volume number 11
Page No 11712 to 11734
Registration No 07409 for the year 2008.



(Sd/- M. Kumar Ghosh) 05-December-2008
S. R. SERAMPORE
Sub Registrar
of the A. D. S. R. SERAMPORE
District of Hooghly
West Bengal

(Signature)
Addl. Dist. Sub-Registrar
Serampore-Hooghly

5 DEC 2008

DATED THIS 5th DAY OF December 2001

BETWEEN

HINDUSTAN MOTORS LIMITED

... the Vendor

AND

**BENGAL SHRIRAM HI-TECH CITY PRIVATE
LIMITED**

... the Purchaser

SALE DEED

Khaitan & Co.
Advocates
1B, OLD POST OFFICE STREET
KOLKATA 700 001